

OPERATIONAL SERVICES DIVISION

RFR - OTHER SPECIFICATIONS

Refresh Date: November 1, 2005

The following RFR provisions appear in this section at the department's discretion. If a specification is selected by the department, it is required of the bidder.

Access to Security-Sensitive Information. This solicitation contains security-sensitive information which, pursuant to MGL c. 4, s. 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to M.G.L. c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the commonwealth.

Qualified prospective bidders that are interested in accessing this information for the purpose of preparing a bid response must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

1. restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
2. safeguard the information while it is in their possession (consistent with Section 6 of the *Commonwealth Terms and Conditions*); and
3. return such records and materials to the Commonwealth upon completion of the project.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications.

The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contractors may also propose alternatives for equivalent, better or more cost effective performance than specified under the contractor's original response to enable the department to take advantage of enhanced technologies, commodities or services which become available during the term of the contract.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Debriefing. (*This specification is at the department's discretion for non-POS RFRs.*) Non-successful bidders may request a debriefing from the department. Department debriefing procedures may be found in the RFR. "POS" refers to Purchase of Service (POS) human and social services procured under 801 CMR 21.00, *Procurement of Commodities or Services, Including Human and Social Services* and 808 CMR 1.00, *Compliance, Auditing and Reporting and for Human and Social Services*.

Emergency Standby Commodities and/or Services. Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its contractors. Contractors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract.

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Such accommodations may be requested from a contractor during an actual emergency. To accommodate such requests, contractors may be requested and must make every effort to service these requests from regular sources of supply at the rates set forth in any standard contract resulting from this RFR.

Environmentally Preferable Products and Services. The department and contractor(s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the department's performance needs.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Performance and Payment Time Frames Which Continue Beyond the Duration of the Contract. All term leases, rentals, maintenance or other agreements for services entered into during the duration of this contract and whose performance and payment time frames extend beyond the duration of this contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, rentals, maintenance or other agreements for services may be executed after the contract has expired. Any contract termination or suspension pursuant to this section shall not automatically terminate any leases, rentals, maintenance or other agreements for services already in place unless the department also terminates said leases, rentals, maintenance or other agreements for service, which were executed pursuant to the main contract.

Prompt Payment Discounts (PPD). All bidders responding to this procurement are strongly encouraged to participate in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's VendorWeb system. The PPD form can be found on the OSD Forms page and in this solicitation under the Forms and Terms tab.

Bidders should submit agreeable terms for Prompt Payment Discounts using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

Reverse Auction Participation and Payment. In addition to negotiations and Best and Final Offers (BAFOs) that may be conducted with bidders pursuant to 801 CMR 21.00, the PMT will be conducting a Reverse Auction subsequent to the submission of proposals. After the conclusion of the reverse auction and the determination of the winning bidder(s), the winning bidder(s) will be responsible for paying the cost for this reverse auction, not to exceed \$3,000 per event, directly to the Commonwealth's reverse auction contractor. That payment must be made within 30 days of the end of the auction event or of the contract award date, whichever is later. In the case of multiple winners, the department will determine how payments will be made in a fair and equitable manner. In addition, the PMT reserves the right to employ the use of reverse auctions at any time during the contract term under the same payment terms as referenced above in this section.

Use of a Procurement by a Single or Multiple Departments: Multiple Department Procurement/Limited User Contracts [Comm-PASS - Restricted to Use by Defined Entities Only]. Departments reserve the right to include an option for other named departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used. This department will execute contracts on behalf of all of the participating departments with the selected bidder(s).

Use of a Procurement by a Single or Multiple Departments: Single Department Procurement/Multiple Department User Contracts [Comm-PASS - Open for Use Under Separate Contract Execution]. Departments reserve the right to include an option for other departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used. Other departments may execute separate contracts with awarded bidders.